

# EXHIBIT A

## Amar Ali - January 7, 2021

<p style="text-align: right;">1</p> <p>1 UNITED STATES DISTRICT COURT</p> <p>2 NORTHERN DISTRICT OF TEXAS</p> <p>3 DALLAS DIVISION</p> <p>4 HARRISON COMPANY LLC, §</p> <p>5 Plaintiff, §</p> <p>6 v. § Civil Action No.</p> <p>7 A-Z WHOLESALERS INC. and § 3:19-CV-1057-B</p> <p>8 BARKAT G. ALI, §</p> <p>9 Defendants. §</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17 ORAL AND VIDEOTAPED DEPOSITION OF</p> <p>18 AMAR ALI,</p> <p>19 INDIVIDUALLY AND AS CORPORATE REPRESENTATIVE OF</p> <p>20 A-Z WHOLESALERS, INC.</p> <p>21 JANUARY 7, 2021</p> <p>22 (REPORTED REMOTELY)</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">3</p> <p>1 A P P E A R A N C E S</p> <p>2 FOR THE PLAINTIFF:</p> <p>3 Mr. David L. Swanson</p> <p>4 Mr. Joseph Anthony Unis, Jr.</p> <p>5 Ms. Anna K. Finger</p> <p>6 LOCKE LORD LLP</p> <p>7 2200 Ross Avenue</p> <p>8 Suite 2800</p> <p>9 Dallas, Texas 75201</p> <p>10 214.740.8000</p> <p>11 dswanson@lockelord.com</p> <p>12 junis@lockelord.com</p> <p>13 anna.k.finger@lockelord.com</p> <p>14</p> <p>15</p> <p>16 FOR DEFENDANTS:</p> <p>17 Mr. Guy Harvey Holman</p> <p>18 JOYCE W. LINDAUER ATTORNEY, PLLC</p> <p>19 1412 Main Street</p> <p>20 Suite 500</p> <p>21 Dallas, Texas 75202</p> <p>22 972.503.4033</p> <p>23 guy@joycelindauer.com</p> <p>24</p> <p>25</p> <p>16 ALSO PRESENT:</p> <p>17 Mr. Wayne Rennke, Videographer</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">2</p> <p>1 ORAL AND VIDEOTAPED DEPOSITION of AMAR ALI,</p> <p>2 produced as a witness at the instance of the</p> <p>3 Plaintiff, and duly sworn, was taken in the</p> <p>4 above-styled and numbered cause on the 7th day of</p> <p>5 January, 2021, from 10:14 a.m. to 7:03 p.m., before</p> <p>6 Kim M. Dickman, CSR in and for the State of Texas,</p> <p>7 reported by machine shorthand, at 616 Clariden Ranch</p> <p>8 Road, in the City of Southlake, County of Tarrant,</p> <p>9 State of Texas, pursuant to the Federal Rules of Civil</p> <p>10 Procedure, Notice, and the provisions stated on the</p> <p>11 record.</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">4</p> <p>1 I N D E X</p> <p>2 WITNESS PAGE</p> <p>3 AMAR ALI</p> <p>4 EXAMINATION BY MS. FINGER 7</p> <p>5 EXAMINATION BY MR. HOLMAN 284</p> <p>6 EXAMINATION BY MS. FINGER 291</p> <p>7 CORRECTIONS MADE BY WITNESS 299</p> <p>8 SIGNATURE OF WITNESS 300</p> <p>9 REPORTER'S CERTIFICATION 301</p> <p>10 EXHIBITS IDENTIFIED</p> <p>11 Exhibit 1 - Notice of 30(b)(6) Deposition</p> <p>12 of A-Z Wholesalers Inc. 63</p> <p>13 Exhibit 2 - Credit Application 75</p> <p>14 Exhibit 3 - Harrison Company, L.L.C., Terms</p> <p>15 or Conditions 77</p> <p>16 Exhibit 4 - Imperial Invoice to A-Z Wholesale</p> <p>17 Dallas 197</p> <p>18 Exhibit 6 - Defendant A-Z Wholesalers, Inc.'s</p> <p>19 Responses and Objections To</p> <p>20 Plaintiff's First Set of Discovery</p> <p>21 Requests 144</p> <p>22 Exhibit 8 - Defendant A-Z Wholesalers, Inc</p> <p>23 Response to Plaintiff's Second Set</p> <p>24 of Discovery Requests 159</p> <p>25 Exhibit 10 - 9-10-18 Imperial/Baquet letter to</p> <p>A-Z Wholesalers, Inc., Barkat G.</p> <p>Ali, Amar B. Ali 270</p> <p>Exhibit 11 - E-mail string top e-mail being</p> <p>1-12-19 Amar Ali e-mail to Zazulak 175</p> <p>Exhibit 12 - Wayne Baquet text messages 181</p> <p>Exhibit 13 - 4-10-14 Wayne Baquet e-mail to</p> <p>Wayne Baquet 184</p> <p>Exhibit 14 - Declaration of Amar B. Ali 189</p>

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<p style="text-align: right;">6</p> <p>1 PROCEEDINGS</p> <p>2 THE VIDEOGRAPHER: Going on the record;</p> <p>3 the time is 10:14 a.m. Today is Thursday, January</p> <p>4 7th, 2021. This is the beginning of the</p> <p>5 videoconference deposition of Amar Ali, individually</p> <p>6 and as corporate rep of A-Z Wholesalers, Incorporated</p> <p>7 in the case styled Harrison Company, LLC versus A-Z</p> <p>8 Wholesalers, Incorporated, et al.</p> <p>9 This deposition is taking place at 616</p> <p>10 Clariden Ranch Road, Southlake, Texas, 76092.</p> <p>11 The court reporter is Kim Dickman. We're</p> <p>12 with Dickman Davenport, 4228 North Central Expressway,</p> <p>13 Suite 101, in Dallas, Texas.</p> <p>14 The reporter will now make a brief</p> <p>15 statement for the record and ask that all parties make</p> <p>16 their appearances with their agreements, after which</p> <p>17 she may swear in the witness.</p> <p>18 <b>THE REPORTER:</b> My name is Kim Dickman,</p> <p>19 Texas Certified Shorthand Reporter Number 2181. This</p> <p>20 deposition is being held via videoconferencing</p> <p>21 equipment. The witness and the reporter are not in</p> <p>22 the same room. The witness has been sworn in remotely</p> <p>23 pursuant to agreement of all parties.</p> <p>24 The parties stipulate that the testimony</p> <p>25 is being given as if the witness was sworn in person.</p>	<p style="text-align: right;">8</p> <p>1 Harrison, will you understand that I'm referring to</p> <p>2 the plaintiff in this case, Harrison Company, LLC?</p> <p>3 <b>A. Yes.</b></p> <p>4 <b>Q. You are here to testify today on behalf of</b></p> <p>5 <b>yourself individually as well as the defendant in this</b></p> <p>6 <b>case, A-Z Wholesalers, Incorporated; is that right?</b></p> <p>7 <b>A. Yes.</b></p> <p>8 <b>Q. So moving forward, if I say A-Z in my</b></p> <p>9 <b>questions, will you understand that I'm referring to</b></p> <p>10 <b>the defendant A-Z Wholesalers, Incorporated?</b></p> <p>11 <b>A. Yes.</b></p> <p>12 <b>Q. Your lawyer is here, Mr. Ali; is that right?</b></p> <p>13 <b>A. Correct.</b></p> <p>14 <b>Q. Have you ever been deposed before?</b></p> <p>15 <b>A. Yes, I have.</b></p> <p>16 <b>Q. How many times?</b></p> <p>17 <b>A. It's hard to remember if I was being deposed</b></p> <p>18 <b>or if I attended a deposition, but probably a couple</b></p> <p>19 <b>of times as a person being deposed.</b></p> <p>20 <b>Q. And in those depositions that you were being</b></p> <p>21 <b>deposed, were you a fact witness or a party to those</b></p> <p>22 <b>lawsuits?</b></p> <p>23 <b>A. I believe I was in one of them a corporate</b></p> <p>24 <b>representative for a party in the lawsuit and in the</b></p> <p>25 <b>other I was a fact witness as an attorney for one of</b></p>

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<p style="text-align: right;">85</p> <p>1 A. It terminated -- let me look here on my notes</p> <p>2 real quick.</p> <p>3 It -- it was terminated sometime in 2015.</p> <p>4 The last -- the last purchase from Harrison was on</p> <p>5 March 31st, 2015 and any balance that was owed by A-Z</p> <p>6 Wholesalers, Inc. to Harrison Company, LLC should have</p> <p>7 been paid off somewhere around June of 2015.</p> <p>8 Q. You broke up a little bit there when you gave</p> <p>9 the date. I heard -- you gave a specific date in</p> <p>10 March. Could you just repeat that, please?</p> <p>11 A. Yeah, I believe the last purchase that A-Z</p> <p>12 Wholesalers, Inc., the defendant, made from Harrison</p> <p>13 Company, I believe was March 31st, 2015, and any</p> <p>14 balance that was owed as a result of any purchases</p> <p>15 made between March 11th, 2011 and March 31st, 2015 by</p> <p>16 A-Z Wholesalers, Inc. from Harrison Company, LLC, that</p> <p>17 balance would have been paid off by A-Z to Harrison</p> <p>18 Company probably sometime around June of 2015, maybe a</p> <p>19 little bit after.</p> <p>20 Q. Okay. I'm going to ask you a line of</p> <p>21 questions and I just want to clarify that. I want to</p> <p>22 focus specifically on this credit agreement.</p> <p>23 So I understand it's -- it's your</p> <p>24 position that this agreement terminated in March of</p> <p>25 2015 and then we're going to talk about Imperial a</p>	<p style="text-align: right;">87</p> <p>1 credit limit that was set on March 11th, 2011, but my</p> <p>2 guess is based on the volume and the growth, that that</p> <p>3 credit limit would have been increased. I don't</p> <p>4 recall exactly what pricing Rodney gave us for the</p> <p>5 various products that we were purchasing from</p> <p>6 Harrison, but I can imagine that over time that those</p> <p>7 prices were also renegotiated, discount, rebates,</p> <p>8 marketing, you know, if we were advertising something</p> <p>9 in particular that we were buying from them, you know,</p> <p>10 I probably went to them and say, hey, I need 20 cents</p> <p>11 off per carton for a month, for two months, on this</p> <p>12 particular brand. So there were constant</p> <p>13 modifications, I'm sure, regarding pricing.</p> <p>14 I don't -- yeah, I'd have to look at the</p> <p>15 terms and condition specifically, but this is sort of</p> <p>16 a standard terms and condition that Harrison had</p> <p>17 probably mostly for like its convenience store</p> <p>18 customers, right, and we're a wholesaler, right, so</p> <p>19 our volume is very different from a convenience store</p> <p>20 versus the -- the wholesaler that -- that we are.</p> <p>21 So I can imagine there being, you know,</p> <p>22 oral agreements and modifications as to our return</p> <p>23 policy for products that didn't sell or expired.</p> <p>24 Because we weren't direct with the manufacturer for</p> <p>25 the products that we were purchasing from Harrison and</p>
<p style="text-align: right;">86</p> <p>1 little later, but for now, I want to focus only on</p> <p>2 Harrison's relationship with A-Z while this credit</p> <p>3 agreement was in effect. Do you understand that?</p> <p>4 A. I do.</p> <p>5 Q. So did A-Z and Harrison ever agree to modify</p> <p>6 the credit agreement?</p> <p>7 A. I would have to look at the credit agreement</p> <p>8 specifically, but I imagine if we were doing business</p> <p>9 with them for, call it four years, that there were --</p> <p>10 there probably was a modification of that which would</p> <p>11 have been a oral modification subsequent to us doing</p> <p>12 business at some point.</p> <p>13 Q. Do you recall any specific modification or</p> <p>14 specific term that was altered between Harrison and</p> <p>15 A-Z?</p> <p>16 A. Sure, I can imagine a few that probably would</p> <p>17 have been altered or modified.</p> <p>18 Q. What are they?</p> <p>19 A. I think the -- the first thing probably would</p> <p>20 have been the payment terms, and I can't recall</p> <p>21 exactly what we negotiated on March 11th, 2011, but my</p> <p>22 guess is that as a relationship developed and deepened</p> <p>23 and our volume went up with them, that our terms, our</p> <p>24 payment terms were probably extended.</p> <p>25 I can't recall exactly if there was a</p>	<p style="text-align: right;">88</p> <p>1 Harrison was direct with the manufacturer, we'd have</p> <p>2 to return the product back to Harrison and Harrison</p> <p>3 would send it back to their manufacturer, and so how</p> <p>4 those credits and offsets -- the length of time,</p> <p>5 right, I -- I can imagine that A-Z Wholesalers, Inc.</p> <p>6 had a much longer leash from Harrison when it came to</p> <p>7 returning products versus probably that a convenience</p> <p>8 store that they do business with was required. So I</p> <p>9 can imagine that there were probably some -- some</p> <p>10 modifications to that.</p> <p>11 So, you know, without going through each</p> <p>12 one of these line by line, I can imagine that this</p> <p>13 agreement was modified orally over the last three or</p> <p>14 four years of doing business with them.</p> <p>15 Q. Have you ever seen another agreement between</p> <p>16 Harrison and any of its other customers?</p> <p>17 A. I don't know if I have or not. I -- yeah --</p> <p>18 well, let me think here. I -- you know, I'd have to</p> <p>19 check, but you mentioned Top 20 Wholesale, I think Top</p> <p>20 20 Wholesale was at some point a customer of Harrison,</p> <p>21 and so I don't know if there was another agreement</p> <p>22 there or not. But, yeah, I -- I don't recall</p> <p>23 necessarily.</p> <p>24 Q. You don't know, though, whether Harrison used</p> <p>25 the same terms and conditions with all of its</p>

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<p style="text-align: right;">105</p> <p>1 Q. Do you know the address?</p> <p>2 A. I don't have the address memorized, but I</p> <p>3 have -- I have seen the facility. I've been there.</p> <p>4 Q. When did you go there?</p> <p>5 A. Oh, boy. I probably went there in 2011,</p> <p>6 probably in 2012, maybe again in '13.</p> <p>7 Q. Why did you go there in 2011?</p> <p>8 A. I believe that I -- I was invited to tour the</p> <p>9 facility and the warehouse to kind of see what goes on</p> <p>10 behind the curtain as they were pulling one of our</p> <p>11 orders and watch that process a little bit. Also I</p> <p>12 believe it was another sort of endeavor to continue to</p> <p>13 court A-Z Wholesale to remain a loyal customer of</p> <p>14 Harrison to see if there was ways that we could</p> <p>15 purchase more product from Harrison because their</p> <p>16 experience with us had been fairly good, our</p> <p>17 experience with them was fairly good, and so in any</p> <p>18 business relationship you're always trying to figure</p> <p>19 out a way where you can do a little more together,</p> <p>20 right, deep in the partnership, deep in the</p> <p>21 relationship.</p> <p>22 Q. You didn't receive a tutorial on Harrison's</p> <p>23 accounting system when you visited the warehouse in</p> <p>24 2011, did you?</p> <p>25 A. Did I receive a tutor -- define what you mean</p>	<p style="text-align: right;">107</p> <p>1 way, that was Barkat.</p> <p>2 MR. BARKAT ALI: How are you?</p> <p>3 A. And so let's say, for example, the driver</p> <p>4 made a delivery of 7,000 cartons, for example. We</p> <p>5 counted 7,000, it says 7,000 on the invoice, we signed</p> <p>6 off on it, no damage, no nothing, driver's off. Then</p> <p>7 we go through each invoice line by line, SKU by SKU to</p> <p>8 make sure that if we ordered 600 Marlboro Light</p> <p>9 cartons, box, that we got 600 cartons of those, right.</p> <p>10 Q. (By Ms. Finger) Let me clarify, Mr. Ali.</p> <p>11 I -- I don't mean to cut you off, but I believe you --</p> <p>12 you told us a little bit about how thoroughly you</p> <p>13 check the invoice when you receive it.</p> <p>14 What I meant by my question this time</p> <p>15 more specifically was, once you've done all that and</p> <p>16 you yourself have reviewed the invoice, where do you</p> <p>17 take it from there?</p> <p>18 A. Where do I take what from there?</p> <p>19 Q. The invoice.</p> <p>20 A. Like physically where does it go?</p> <p>21 Q. Yes. Do you give to it A-Z's accounting</p> <p>22 department or what happens next?</p> <p>23 A. So once the product is received, right, which</p> <p>24 is the process we went through line by line, SKU by</p> <p>25 SKU, all that sort of stuff, and the product is</p>
<p style="text-align: right;">106</p> <p>1 by tutorial.</p> <p>2 Q. Did anyone in Harrison's accounting</p> <p>3 department give you a walk-through of how Harrison's</p> <p>4 internal accounting system works while you were there</p> <p>5 in 2011?</p> <p>6 A. Not -- no, not to that extent.</p> <p>7 Q. What about in 2012?</p> <p>8 A. Nothing like that to that extent.</p> <p>9 Q. What about in 2013?</p> <p>10 A. No, no one -- no one gave me an accounting</p> <p>11 tutorial on what -- how they handle their accounting.</p> <p>12 Q. They've never done that, right?</p> <p>13 A. Harrison has never given me a tutorial on</p> <p>14 their accounting system.</p> <p>15 Q. What would you do with the invoice after you</p> <p>16 received it upon delivery?</p> <p>17 A. We check each item line by line, SKU by SKU,</p> <p>18 make sure that the quantity matches up with what was</p> <p>19 delivered because the pricing for each SKU can vary,</p> <p>20 right, so we want to make sure because, let's say, for</p> <p>21 example, we counted 7,000 cartons, right?</p> <p>22 THE WITNESS: You're allowed to be here.</p> <p>23 You can sit down if you want.</p> <p>24 MR. BARKAT ALI: Oh, yeah.</p> <p>25 THE WITNESS: That was my dad, by the</p>	<p style="text-align: right;">108</p> <p>1 received into our system, right, so we -- it goes into</p> <p>2 our system, our inventory goes up by 7,000 SKUs, at</p> <p>3 that point, that invoice makes its way to accounts</p> <p>4 payable.</p> <p>5 Q. Who is responsible for importing the</p> <p>6 information from the invoice into A-Z's system?</p> <p>7 A. Various staff members.</p> <p>8 Q. Can you tell me any of their names from March</p> <p>9 2011 to March 2015?</p> <p>10 A. No. It's whoever was available that could</p> <p>11 just scan the stuff, it goes right into our system, we</p> <p>12 hit received, boom, done.</p> <p>13 Q. Do you remember the names of who was in</p> <p>14 accounting at A-Z from March 2011 to March 2015?</p> <p>15 A. No, not exactly. I mean, over the years</p> <p>16 we've had a lot of turnover in employees and stuff.</p> <p>17 Q. From March 2012 to March 2015, who was</p> <p>18 responsible for maintaining the books and records at</p> <p>19 A-Z?</p> <p>20 A. When you say books and records, can you be</p> <p>21 more specific?</p> <p>22 Q. I mean the accounting books.</p> <p>23 A. We have lots of sort of tranches for</p> <p>24 accounting, so we have accounts receivable, we have</p> <p>25 accounts payable, generally those two people are</p>

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<p style="text-align: right;">121</p> <p>1 you, then that credit agreement no longer exists. And</p> <p>2 if both parties have performed, which is they</p> <p>3 delivered and we paid and we paid in full the amount</p> <p>4 that was owed sometime by June or July of 2015, then</p> <p>5 that credit agreement and the personal guaranty signed</p> <p>6 by Barkat to Harrison ceases to exist, it naturally</p> <p>7 terminates. It can't be there forever because we're</p> <p>8 not doing business with them anymore.</p> <p>9 Q. So there was no conversation that took place</p> <p>10 between anyone at A-Z and anyone at Harrison about</p> <p>11 terminating the credit agreement, right?</p> <p>12 A. No, that conversation would have occurred</p> <p>13 with the folks over at Imperial.</p> <p>14 Q. I'm talking only about the credit agreement</p> <p>15 with Harrison. So there was no conversation that took</p> <p>16 place about terminating this agreement, rather A-Z</p> <p>17 simply ceased placing orders with Harrison; is that</p> <p>18 right?</p> <p>19 A. I mean, there were discussions, there were</p> <p>20 e-mails, there were all sorts of stuff that we were --</p> <p>21 we were going to buy from Imperial moving forward, not</p> <p>22 from Harrison.</p> <p>23 Q. You had that conversation with someone at</p> <p>24 Harrison?</p> <p>25 A. No. I had that conversation -- well, I may</p>	<p style="text-align: right;">123</p> <p>1 that's just not how it's done.</p> <p>2 Q. I appreciate your strategy, Mr. Ali, but I'll</p> <p>3 have to ask that you stick to answering my questions.</p> <p>4 We'll have to go through this process my way, if you</p> <p>5 can --</p> <p>6 A. Sure, sure.</p> <p>7 Q. -- if you can do all that.</p> <p>8 A. I'll be glad to go through it your way.</p> <p>9 Q. I appreciate it.</p> <p>10 And you just mentioned the conversation</p> <p>11 with folks at Imperial. Can you tell me the names</p> <p>12 again of all who participated in that conversation?</p> <p>13 A. Wayne Baquet, Brad Prendergast.</p> <p>14 Q. Anybody else?</p> <p>15 A. I can't recall anybody else specifically that</p> <p>16 we would have talked to about sort of the high level,</p> <p>17 you know, relationship.</p> <p>18 Q. When did you first talk to Wayne?</p> <p>19 A. Whew, I don't know. Probably in that 2015</p> <p>20 range, right, right around maybe that springtime.</p> <p>21 Q. When was the first time you spoke to Brad</p> <p>22 Prendergast?</p> <p>23 A. Same time.</p> <p>24 Q. How did you meet?</p> <p>25 A. My guess is that Rodney would have requested</p>
<p style="text-align: right;">122</p> <p>1 have had that conversation with some people at</p> <p>2 Harrison, but definitely had that conversation with</p> <p>3 the folks over at Imperial.</p> <p>4 Q. Who at Harrison did you speak with about no</p> <p>5 longer ordering product from them?</p> <p>6 A. I -- if Rodney was still working for</p> <p>7 Imperial -- I mean, for Harrison at the time, then I'm</p> <p>8 sure I would have talked to Rodney about it --</p> <p>9 Q. Do you specifically --</p> <p>10 A. -- but I've not --</p> <p>11 Q. -- remember talking to him about it?</p> <p>12 A. I mean, I don't remember specifically talking</p> <p>13 to him about it because at this point, I was dealing</p> <p>14 with, you know, the CEO at Imperial, Wayne Baquet, and</p> <p>15 so a lot of my dealings or conversations would have</p> <p>16 occurred with Wayne Baquet or Brad Prende --</p> <p>17 Prendergast over at Imperial.</p> <p>18 But I can assure you that we don't -- A-Z</p> <p>19 Wholesalers, Inc. doesn't owe a penny to Harrison</p> <p>20 Company.</p> <p>21 Q. I understand that's your position, Mr. Ali.</p> <p>22 A. No, I -- I just want to make sure that</p> <p>23 everybody is clear on that, at least on the record. I</p> <p>24 mean, it -- it would be -- you know, you'd be talking</p> <p>25 about invoices that go back six or seven years and</p>	<p style="text-align: right;">124</p> <p>1 a meeting.</p> <p>2 Q. Rodney worked for Harrison, though, right?</p> <p>3 A. At the time that I met Rodney, he worked for</p> <p>4 Harrison. What happened to Rodney's employment around</p> <p>5 the time of the spring of 2015, I don't know.</p> <p>6 Q. So why would Rodney have set up a meeting</p> <p>7 between you, Wayne, and Brad if he worked at Harrison?</p> <p>8 A. Because Imperial was buying out Harrison and</p> <p>9 they were transitioning everything to Imperial.</p> <p>10 Q. In this 2015 conversation you had with Wayne</p> <p>11 and Brad, what did they say?</p> <p>12 A. Pretty much the same thing, that Imperial is</p> <p>13 acquiring Harrison Company, it's going to be a</p> <p>14 process, sort of a transition process before</p> <p>15 everything closes, but they were kind of letting us</p> <p>16 know, you know, what's going on behind the curtain in</p> <p>17 advance of making any, I think, formal announcements</p> <p>18 of a deal closing, but because we were such an</p> <p>19 important customer of Harrison, they wanted to let us</p> <p>20 know that there may be some personnel changes because</p> <p>21 they didn't want to double up their efforts, right,</p> <p>22 have two salespeople, two accounting, two CFOs, two</p> <p>23 CEOs, two of everything, right, and that we would</p> <p>24 still get the same level of service that we were</p> <p>25 getting with Harrison, and that they would continue to</p>



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<p style="text-align: right;">149</p> <p>1 1, Harrison doesn't have those invoices. Those are  2 not Harrison invoices.  3 MS. FINGER: Mr. Ali, I'm going to object  4 as nonresponsive so that we can move forward here.  5 Q. (By Ms. Finger) I'll represent to you that  6 Harrison is not suing for payment of any specific  7 product, so my question to you is, what specific  8 products you are referring to in this discovery  9 response that you believe form the basis of Harrison's  10 lawsuit?  11 A. So if Harrison is not suing based on any  12 particular product, then I don't really understand  13 what Harrison is suing us over, but if you're saying  14 it's over the credit agreement, then there's no money  15 owed under that credit agreement or the personal  16 guaranty. If your question --  17 Q. If --  18 A. Let me -- let me finish, let me answer so we  19 can move on because I think we can go -- we can go  20 around and around on this all day long and we're not  21 going to get anywhere.  22 If you're asking me what products is  23 being referenced in this denial to RFA No. 3, the  24 products are any products because what we're saying is  25 that there are no products that A-Z purchased from</p>	<p style="text-align: right;">151</p> <p>1 A. Yes, ma'am.  2 Q. What other correspondence are you referring  3 to here that is also part of the agreement between A-Z  4 and Harrison?  5 A. The e-mail communications between A-Z and  6 Harrison during the time that A-Z was doing business  7 with Harrison, the oral conversations, and how the  8 parties and the actions of the parties, right, I think  9 all of that sort of makes up the agreement, I think we  10 talked about that earlier in my testimony, about the  11 relationship between A-Z and -- and Harrison and how  12 things changed over time and they weren't in that sort  13 of confined box of the terms and conditions of the  14 credit agreement.  15 Q. What agreements did A-Z reach with Harrison  16 via e-mail?  17 A. I can't point to any specific ones, but I'm  18 sure there's e-mails about pricing, about credits,  19 about rebates, about damaged goods, about discounts,  20 about marketing spend, about other incentives, credit  21 terms, credit limits, payment terms, force-outs,  22 promotional products, a number of e-mails throughout  23 that four-year -- is it four-year? Yeah, four-year  24 relationship that would have comprised the entire  25 agreement between A-Z Wholesale and Harrison.</p>
<p style="text-align: right;">150</p> <p>1 Harrison that A-Z Wholesale still owes Harrison any  2 money. So there are no products that form the basis  3 of Harrison's lawsuit that were ordered from Harrison.  4 Q. That answered my question. Thank you.  5 We are going to turn next to --  6 A. You've left me with lots of questions as far  7 as your theory of the case, but, again, I'm sure we'll  8 get there at trial, but...  9 Q. I want to turn to page 25 now in these  10 responses and look at Interrogatory No. 1 and the  11 response to Interrogatory No. 1 is on page 26, and I  12 want to look at some of the factual statements in  13 A-Z's substantive -- substantive response. Please let  14 me know when you're on page 26.  15 A. I'm on page 26 and I read the response.  16 Q. Great. So not the first two paragraphs which  17 are objections, but looking to the third paragraph,  18 the first sentence states, "The Credit Agreement and  19 other correspondence makes up the entirety of the  20 agreement between A-Z and Harrison."  21 Did I read that correctly?  22 A. You read that correctly.  23 Q. And the credit agreement are the exhibits  24 that we looked at earlier that we've been referring to  25 as the credit agreement, correct?</p>	<p style="text-align: right;">152</p> <p>1 Q. You can't point to any specific agreement  2 that was reached via e-mail that you contend forms a  3 contract between the parties, can you?  4 A. I'm sure if you pulled up some e-mails from  5 that time period, I'm sure I could point to several  6 e-mails that probably talk about that.  7 Q. I want to know what ones you're referring to  8 here that form that agreement.  9 A. There's -- there's way too many documents  10 that have been produced in this case and I haven't  11 looked over every single e-mail since it has been  12 produced to point to a specific e-mail that shows that  13 that correspondence is part of the overall agreement  14 between A-Z and Harrison, but I contend, and I will  15 stick to this, that there -- that does exist, and  16 certainly you can take the time to look at them and if  17 you want to point me to a particular e-mail during  18 that time frame, I can tell you whether or not that  19 was part of the agreement or not part of the  20 agreement.  21 Q. You're a lawyer, Mr. Ali, correct?  22 A. I am.  23 Q. Have you ever drafted discovery responses  24 before?  25 A. Unfortunately, I have, but it's been a really</p>

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<p style="text-align: right;">153</p> <p>1 long time.</p> <p>2 Q. So you understand that it's the</p> <p>3 responsibility of the party responding to discovery</p> <p>4 responses to answer with specificity, don't you?</p> <p>5 A. I think -- I think it's the responsibility of</p> <p>6 both parties to be as specific as they can whenever</p> <p>7 they possibly can to narrow the issues for trial,</p> <p>8 right. So in judicial efficiency purposes, let's not</p> <p>9 take up the court's time and talk about a bunch of</p> <p>10 stuff that's got nothing to do with anything and try</p> <p>11 to narrow the issues for trial, figure out where the</p> <p>12 actual dispute lies, right?</p> <p>13 And so -- so, yeah, I think that's -- I</p> <p>14 think that's good practice. I don't know if that's a</p> <p>15 rule. Like I said, I haven't responded to formal</p> <p>16 discovery in a really long time, and -- and as the</p> <p>17 client here, I think I would have supplied information</p> <p>18 or provided the associate or whoever with information</p> <p>19 that they then put into the appropriate legalese</p> <p>20 response that you see in front of you today.</p> <p>21 Q. But so you understand that it's your</p> <p>22 responsibility in responding to the discovery to point</p> <p>23 to the correspondence that you contend makes up a</p> <p>24 contractual agreement, right?</p> <p>25 A. I -- I don't know if that's my responsibility</p>	<p style="text-align: right;">155</p> <p>1 force-outs, I mean, a number of things that all</p> <p>2 impacted their relationship and the agreement, and</p> <p>3 then ultimately we have the -- the what I -- what I</p> <p>4 would argue is the controlling contract, which is the</p> <p>5 invoices, which is why I didn't understand what you</p> <p>6 said earlier about Harrison is not suing on specific</p> <p>7 invoices, because then I'm not really sure what</p> <p>8 Harrison is suing on.</p> <p>9 Q. You understand that an invoice isn't a</p> <p>10 contract, don't you?</p> <p>11 A. No, I don't understand that. I probably</p> <p>12 wouldn't even agree with that, not in my legal</p> <p>13 capacity, but just in my like professional capacity as</p> <p>14 a business owner, if I get an invoice, that's a</p> <p>15 contract, that means goods or services were provided.</p> <p>16 Unless I dispute whether or not those goods or</p> <p>17 services provided or there's an issue with the goods</p> <p>18 and services that were provided, there's an obligation</p> <p>19 then to pay the amount unless I dispute the amount or</p> <p>20 there's issues with the invoice. I mean, that's how I</p> <p>21 believe that works.</p> <p>22 Q. If you entered into an agreement with a</p> <p>23 supplier to pay a dollar for your pen and the</p> <p>24 supplier --</p> <p>25 A. That was before lunch.</p>
<p style="text-align: right;">154</p> <p>1 or the lawyer's responsibility, but in producing all</p> <p>2 the documents, which I don't know if we had gone</p> <p>3 through production at this point, you know, if</p> <p>4 there's -- in this discovery request if there is a</p> <p>5 request for production.</p> <p>6 Q. I'm sure there is and documents were</p> <p>7 produced, but even in responding to interrogatories,</p> <p>8 there's a requirement by the rules for specificity,</p> <p>9 and so other correspondence is not something I can</p> <p>10 decipher specific e-mails from.</p> <p>11 So my question to you is if you could</p> <p>12 point me to any specific e-mails that I could pull</p> <p>13 from the production in this case that you contend are</p> <p>14 part of the contractual agreement between A-Z and</p> <p>15 Harrison.</p> <p>16 A. So I am certain that I can, but I can't do</p> <p>17 that right now because I haven't reviewed all of the</p> <p>18 e-mails from 2011 to March of 2015 to point you to</p> <p>19 that, but I would be glad to maybe have our attorneys</p> <p>20 supplement, right, or provide you with more responses</p> <p>21 to at least give you a couple examples, but like I</p> <p>22 said, the correspondence covers e-mails,</p> <p>23 conversations, how the parties conducted business with</p> <p>24 each other. All the various correspondence includes</p> <p>25 credit memos, rebates, promotional, marketing spend,</p>	<p style="text-align: right;">156</p> <p>1 Q. We love the pen.</p> <p>2 A. I'm saying it was 10 cents before lunch, so</p> <p>3 it went up 90 cents after lunch?</p> <p>4 Q. That's right, we're increasing.</p> <p>5 A. All right.</p> <p>6 Q. So if you entered into an agreement with a</p> <p>7 supplier via e-mail that you were going to purchase a</p> <p>8 pen for a dollar and the supplier delivers the pen and</p> <p>9 also hands you an invoice for \$5, would you contend</p> <p>10 that the supplier breached the previous agreement or</p> <p>11 does the invoice govern?</p> <p>12 A. I -- I wouldn't look at those as two distinct</p> <p>13 agreements. I would --</p> <p>14 Q. You --</p> <p>15 A. I would look at -- I would look at the</p> <p>16 e-mail -- I would look at the e-mail and the invoice</p> <p>17 as one agreement and I would state that there is a</p> <p>18 irregularity in the invoice because the offer to</p> <p>19 purchase the pen was for a dollar, not for \$5. And so</p> <p>20 I would either in that case reject the invoice, send</p> <p>21 the product back, or have the supplier correct the</p> <p>22 invoice to a dollar, and that way the e-mail and the</p> <p>23 invoice, the offer and the, I guess, acceptance kind</p> <p>24 of match up.</p> <p>25 Q. And that's because the initial agreement you</p>



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<p style="text-align: right;">169</p> <p>1 Q. It says, Imperial and A-Z entered into a</p> <p>2 Modified Oral Agreement to extend terms on delinquent</p> <p>3 invoices.</p> <p>4 Did I read that correctly?</p> <p>5 A. Yes.</p> <p>6 Q. So at this point, A-Z had terminated its</p> <p>7 relationship with Harrison, correct?</p> <p>8 A. Yes.</p> <p>9 Q. And had not yet placed its orders with</p> <p>10 Imperial, right? You were still negotiating the</p> <p>11 initial terms?</p> <p>12 A. No.</p> <p>13 Q. You had already placed an order with Imperial</p> <p>14 before agreeing to the payment terms; is that what</p> <p>15 you're saying?</p> <p>16 A. No. What I'm -- what I'm saying is -- if</p> <p>17 you're asking me on which day did the modified oral</p> <p>18 agreement take place, right, I can't point you to the</p> <p>19 exact date without maybe looking at some e-mails that</p> <p>20 might refresh my memory, but the modified oral</p> <p>21 agreement took place at a time when Imperial and A-Z</p> <p>22 were doing business and no longer doing business with</p> <p>23 Harrison, or at least in preparation of that, because</p> <p>24 the goal was Imperial would start selling us product,</p> <p>25 our payments would be made to Harrison for the open</p>	<p style="text-align: right;">171</p> <p>1 took place that we were referring to earlier where A-Z</p> <p>2 would pay more than the amount it was purchasing?</p> <p>3 A. Again, I can't pinpoint you on whether or not</p> <p>4 that occurred in March, whether that occurred in</p> <p>5 April, whether that -- that modified oral agreement</p> <p>6 occurred in June, but it did occur because Imperial</p> <p>7 started shipping product, delivering product, and A-Z</p> <p>8 started purchasing product from Imperial in April of</p> <p>9 2015, that first week; however, our first payment to</p> <p>10 Imperial for that -- for those invoices for the</p> <p>11 product that was purchased and delivered by Imperial</p> <p>12 to A-Z Wholesale probably did not occur until sometime</p> <p>13 in June or July. And at that point, you would have</p> <p>14 had eight weeks' or ten weeks' worth of business,</p> <p>15 let's say even at 2 mill -- at \$200,000 a week, you're</p> <p>16 at \$2 million that now A-Z owes Imperial for invoices,</p> <p>17 you know, minus credits and offsets and rebates and</p> <p>18 all that other stuff, right, just on invoice, right,</p> <p>19 you're at \$2 million and you're -- you're at payment</p> <p>20 terms that are at two months, so the agreement was</p> <p>21 that let's take that \$2 million number and let's just</p> <p>22 reduce that every week, which means, if you buy X, if</p> <p>23 you buy \$300,000, pay more than \$300,000 that</p> <p>24 following week so that number goes down, buy \$200,000,</p> <p>25 pay more than \$200,000 so the overall number goes</p>
<p style="text-align: right;">170</p> <p>1 invoices that remained. Once those open invoices were</p> <p>2 fully paid off to Harrison, probably sometime in June,</p> <p>3 early July of 2015, then the payments would resume or</p> <p>4 would start for Imperial.</p> <p>5 At that point, Imperial's invoices were</p> <p>6 probably eight, ten weeks out, and so we were to pay</p> <p>7 those invoices last -- first invoice -- the first</p> <p>8 invoice from April 1st, pay that one first, and then</p> <p>9 pay the next subsequent invoice, so on and so forth,</p> <p>10 and at the same time continue to reduce the credit</p> <p>11 amount that had accrued during that first eight to ten</p> <p>12 weeks of doing business with Imperial and reduce that</p> <p>13 amount on a weekly basis, and in exchange, Imperial</p> <p>14 would continue to serve and deliver goods to A-Z</p> <p>15 Wholesale.</p> <p>16 Q. Looking again at this specific interrogatory,</p> <p>17 why is this oral agreement not distinguished from the</p> <p>18 other oral agreement you were referring to earlier</p> <p>19 with Imperial?</p> <p>20 A. It may not be another oral agreement. Like</p> <p>21 you were saying, it's a capital -- it's capitalized,</p> <p>22 right, so it refers to a specific modified oral</p> <p>23 agreement.</p> <p>24 Q. So in March 2015 or sometime in that time</p> <p>25 frame then is your testimony when the oral agreement</p>	<p style="text-align: right;">172</p> <p>1 down.</p> <p>2 Now, that occurred and every once in a</p> <p>3 while if it -- if it moved, we'd jump on the phone</p> <p>4 with Wayne and Brad, I would jump on the phone with</p> <p>5 Wayne and Brad and say, hey, this was a short week or</p> <p>6 we got a holiday or we're only ordering once or we're</p> <p>7 going to do this, so the extra \$20,000 that the --</p> <p>8 that the amount went up with Imperial this week, we'll</p> <p>9 make that up next week.</p> <p>10 And so, right, we had those agreements,</p> <p>11 also, but this modified oral agreement I believe</p> <p>12 specifically relates to the -- the initial agreement</p> <p>13 that we had with Imperial and how it was modified so</p> <p>14 that Harrison could get completely paid off and we</p> <p>15 would have the extended terms for the delinquent</p> <p>16 invoices or the past term invoices that we had with</p> <p>17 Imperial, because I think if you pull up an Imperial</p> <p>18 invoice, it'll say one month, but we started off with</p> <p>19 terms of nearly two months or two and a half months.</p> <p>20 Q. If you can turn back to page 2 of this</p> <p>21 exhibit, Mr. Ali, and look at Request for Admission</p> <p>22 No. 155; do you see that?</p> <p>23 A. I mean, this -- this Request for Admission</p> <p>24 says a little more succinctly what I was trying to say</p> <p>25 over the last two or three minutes.</p>

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<p style="text-align: right;">225</p> <p>1 Q. And what is your basis for that allegation?</p> <p>2 A. Because the products purchased and the</p> <p>3 invoices that are outstanding are due to Imperial</p> <p>4 minus any offsets, credits, returns, expired goods</p> <p>5 that we still have, and any other counterclaims for</p> <p>6 them breaching the contract with -- that Imperial</p> <p>7 breached with us, but that exists with Imperial, not</p> <p>8 with Harrison. Harrison --</p> <p>9 Q. I'm talking only to the dollar amount. Do</p> <p>10 you dispute Harrison's accounting of the balance that</p> <p>11 remains regardless of whether it was owed to Harrison</p> <p>12 or Imperial?</p> <p>13 A. I can't answer that question because it's not</p> <p>14 owed to Harrison, so I am disputing that amount, yes.</p> <p>15 Q. If Imperial filed this lawsuit, would you</p> <p>16 contest the dollar amount that Harrison calculated as</p> <p>17 outstanding from A-Z?</p> <p>18 A. Absolutely.</p> <p>19 Q. Why?</p> <p>20 A. Because it doesn't count the offsets, the</p> <p>21 rebates, the credits, the returns, and any</p> <p>22 counterclaims that we have against Imperial, so I -- I</p> <p>23 would certainly contest that amount.</p> <p>24 Q. Is it your position that A-Z owes any amount</p> <p>25 to Imperial?</p>	<p style="text-align: right;">227</p> <p>1 Q. Did you from time to time receive trial</p> <p>2 balances from Harrison or Imperial?</p> <p>3 A. I don't recall if I did or did not.</p> <p>4 Q. If we can take a look at the first total for</p> <p>5 A-Z Wholesale Dallas, it says 1 million 363 --</p> <p>6 A. Excuse me, sorry, I want to correct my</p> <p>7 testimony.</p> <p>8 Q. Sure.</p> <p>9 A. I do recall receiving balances from Imperial.</p> <p>10 I don't know if they were these trial balances, but</p> <p>11 they're balances that I would receive on a weekly</p> <p>12 basis that wasn't that sloppy spreadsheet that we were</p> <p>13 talking about earlier.</p> <p>14 Q. This one is dated May 31st, 2018; do you see</p> <p>15 that?</p> <p>16 A. Yes, ma'am.</p> <p>17 Q. And the total for A-Z Dallas as of May 31st,</p> <p>18 2018 here says 1,368,925.67; do you see that?</p> <p>19 A. Yes, ma'am.</p> <p>20 Q. And for Waco it says 1,038,500.42; do you see</p> <p>21 that?</p> <p>22 A. Yes, ma'am.</p> <p>23 (Exhibit No. 31 marked.)</p> <p>24 Q. (By Ms. Finger) I'm going to show you now</p> <p>25 what's been marked as Exhibit 31. Do you see Exhibit</p>
<p style="text-align: right;">226</p> <p>1 A. I don't know. Until there's a proper</p> <p>2 accounting done, I couldn't tell you who owes who, but</p> <p>3 we've got significant damages at this point that have</p> <p>4 accrued against Imperial.</p> <p>5 MR. HOLMAN: I believe Imperial has</p> <p>6 repudiated the debt and said the debt is owed to</p> <p>7 Harrison in an affidavit.</p> <p>8 MS. FINGER: Objection. Mr. Holman, I --</p> <p>9 I haven't asked a question to the witness.</p> <p>10 A. Objection sustained. I just sustained your</p> <p>11 objection, by the way.</p> <p>12 Q. (By Ms. Finger) Appreciate it.</p> <p>13 A. You're welcome.</p> <p>14 (Exhibit No. 32 marked.)</p> <p>15 Q. (By Ms. Finger) Okay. I'm going to show you</p> <p>16 what has been marked as Exhibit 32.</p> <p>17 Do you see Exhibit 32 in front of you,</p> <p>18 Mr. Ali?</p> <p>19 A. I do. I just rotated it and trying to blow</p> <p>20 it up so I can see it. Okay.</p> <p>21 Q. I want to look at the individual totals for</p> <p>22 each Dallas and Waco.</p> <p>23 Let me back up. Have you ever seen this</p> <p>24 document before, Mr. Ali?</p> <p>25 A. I don't know if I recall seeing it or not.</p>	<p style="text-align: right;">228</p> <p>1 31 in front of you?</p> <p>2 A. Yes, I do.</p> <p>3 Q. And have you ever seen this document before?</p> <p>4 A. Yes, I have.</p> <p>5 Q. And this is a letter that A-Z received dated</p> <p>6 June 15th, 2018; is that right?</p> <p>7 A. Yes, ma'am.</p> <p>8 Q. This was signed by Brad Prendergast at</p> <p>9 Imperial; is that right?</p> <p>10 A. Yes, ma'am.</p> <p>11 Q. And it says, the balance due of 1,368,925.67</p> <p>12 as of May 31st, 2018 is correct without the following</p> <p>13 exceptions.</p> <p>14 Did I read that correctly?</p> <p>15 A. Yes, you did.</p> <p>16 Q. And there are no exceptions written below,</p> <p>17 right?</p> <p>18 A. There are no exceptions written below, no.</p> <p>19 Q. And that's your signature at the bottom of</p> <p>20 this page, correct?</p> <p>21 A. Yes.</p> <p>22 Q. And by signing this, you agreed that the</p> <p>23 balance owed as of May 31st, 2018 was 1,368,925.67; is</p> <p>24 that right?</p> <p>25 A. Well, not technically right. So the balance</p>

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<p style="text-align: right;">241</p> <p>1 that right?</p> <p>2 A. Yeah.</p> <p>3 Q. This was the last time that Imperial sent one</p> <p>4 of these spreadsheets to A-Z, isn't it?</p> <p>5 A. I'd have to check. I don't know if there was</p> <p>6 another spreadsheet that was sent after this.</p> <p>7 Q. Sandy says in her e-mail that the balance</p> <p>8 increased to 2,574,930.73; is that right?</p> <p>9 A. That's correct.</p> <p>10 Q. Did you ever contact anyone at Imperial or</p> <p>11 Harrison to dispute this balance that Sandy sent on</p> <p>12 March 15th, 2019?</p> <p>13 A. I don't know if I did or not because I think</p> <p>14 your firm was probably engaged soon after, and if they</p> <p>15 were represented by attorneys, it's probably not the</p> <p>16 best thing to be talking to the client without your</p> <p>17 permission, so I don't know if I did or didn't. Also</p> <p>18 I know that I was traveling, I was overseas during</p> <p>19 this time period.</p> <p>20 Q. You don't recall ever reaching out to Sandy</p> <p>21 and asking why she sent you an incorrect balance, do</p> <p>22 you?</p> <p>23 A. I don't recall reaching out to Sandy around</p> <p>24 this time frame and talking about this balance, but</p> <p>25 I'm sure I've reached out to Sandy or Wayne or Brad at</p>	<p style="text-align: right;">243</p> <p>1 Q. You said probably. How do you know that?</p> <p>2 A. I'm sorry?</p> <p>3 Q. You said probably does not include. How do</p> <p>4 you know whether or not it includes those?</p> <p>5 A. Because the balance -- because the balance</p> <p>6 they sent every week doesn't -- didn't always include</p> <p>7 all that stuff.</p> <p>8 Q. Have you done the accounting to figure out</p> <p>9 what the accurate balance was that was owed to</p> <p>10 Imperial before this lawsuit?</p> <p>11 A. Did I do that before this lawsuit?</p> <p>12 Q. The outstanding balance owed to Imperial,</p> <p>13 we'll say as of today, have you calculated that</p> <p>14 number?</p> <p>15 A. I have not.</p> <p>16 Q. So how do you know that this number is</p> <p>17 incorrect?</p> <p>18 A. Because I know because I was doing business</p> <p>19 with them and I know that that number is incorrect.</p> <p>20 Q. How?</p> <p>21 A. Well, for several reasons: Number one, it</p> <p>22 doesn't include all of the offsets and credits and</p> <p>23 damaged products and expired products that we have</p> <p>24 that they're responsible for crediting us.</p> <p>25 Q. But how do you know that? How do you know --</p>
<p style="text-align: right;">242</p> <p>1 other points to talk about the balance being</p> <p>2 incorrect.</p> <p>3 Q. I'm talking about this balance specifically.</p> <p>4 You also did not respond to either Wayne or Brad</p> <p>5 asking why this balance is incorrect, did you?</p> <p>6 A. Did they ask me if the balance was incorrect?</p> <p>7 Q. I want to know if you ever disputed this</p> <p>8 balance to Wayne or Brad when you received this</p> <p>9 e-mail?</p> <p>10 A. Rephrase your question because I'm a -- I'm a</p> <p>11 little confused. Again, just want to make sure.</p> <p>12 Around March 15th, 2019, I was overseas or I was -- I</p> <p>13 was on vacation. So did I respond back to Sandy</p> <p>14 saying this balance is incorrect at that time? I</p> <p>15 don't know. I'd have to go back and look. If you're</p> <p>16 asking me do I contest that balance today, that A-Z</p> <p>17 owes Imperial 2,574,930.37, it's a yes.</p> <p>18 Q. Do you agree that that was the outstanding</p> <p>19 balance on March 15th, 2019?</p> <p>20 A. No, I don't agree.</p> <p>21 Q. Why?</p> <p>22 A. Because it probably does not include all the</p> <p>23 rebates, the credits, the offsets, the returned</p> <p>24 products, expired products, the discounts, that would</p> <p>25 include --</p>	<p style="text-align: right;">244</p> <p>1 A. Because we know --</p> <p>2 Q. -- that this number didn't include it?</p> <p>3 A. Because they haven't picked up the product</p> <p>4 yet. It's still sitting in my warehouse in shrink</p> <p>5 wrap on pallets, you know, black shrink wrap, and</p> <p>6 they're responsible for picking that up, and that's</p> <p>7 hundreds of thousands of dollars' worth of stuff. It</p> <p>8 doesn't -- not to mention the fact that they breached</p> <p>9 the contract, stopped shipping us that caused damage</p> <p>10 to our company, not to mention the fact that they</p> <p>11 didn't give me the discount per carton that I was</p> <p>12 promised to get. So if you take all of that, yeah, I</p> <p>13 do contest that amount with Imperial.</p> <p>14 Q. How much do you claim A-Z is entitled to in</p> <p>15 offsets?</p> <p>16 A. I don't know. I can't give you that number</p> <p>17 right now.</p> <p>18 Q. You understand that that number should have</p> <p>19 been already included in discovery responses as well</p> <p>20 as in your answer and should definitely be testified</p> <p>21 to at this time?</p> <p>22 A. No, because Harrison is the plaintiff in this</p> <p>23 case and we -- I can tell you for sure Harrison is</p> <p>24 owed zero dollars. If Imperial was the plaintiff, I</p> <p>25 certainly believe we would have done the accounting by</p>

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<p style="text-align: right;">245</p> <p>1 now and this case would have probably already settled</p> <p>2 a long time ago.</p> <p>3 Q. What evidence --</p> <p>4 A. Because --</p> <p>5 Q. -- do you have this number is correct?</p> <p>6 A. Because we -- we would have just sat down and</p> <p>7 done the accounting and talked to the principals over</p> <p>8 there and said, hey, this is what we believe is owed</p> <p>9 by you guys or this is what we believe is owed by us,</p> <p>10 let's settle this thing and walk our separate ways.</p> <p>11 Nobody said --</p> <p>12 MS. FINGER: Objection, nonresponsive.</p> <p>13 Q. (By Ms. Finger) Mr. Ali, what evidence do</p> <p>14 you have to support that this number calculated as of</p> <p>15 March 2019 is inaccurate?</p> <p>16 MR. HOLMAN: Asked -- objection, asked</p> <p>17 and answered.</p> <p>18 MS. FINGER: I haven't asked that</p> <p>19 question yet, Mr. Holman.</p> <p>20 Q. (By Ms. Finger) Mr. Ali, what evidence do</p> <p>21 you have that you can present to me in this lawsuit</p> <p>22 that this number is incorrect, evidence, not</p> <p>23 allegations, that offsets have not been credited?</p> <p>24 A. The pal --</p> <p>25 Q. What evidence do you have?</p>	<p style="text-align: right;">247</p> <p>1 Trading isn't the one suing me or A-Z.</p> <p>2 Q. What amount do you contend A-Z is owed by</p> <p>3 Imperial for offsets?</p> <p>4 A. I don't have that exact number.</p> <p>5 Q. How much do you contend A-Z is owed in</p> <p>6 credits?</p> <p>7 A. I don't have that exact number.</p> <p>8 Q. What other credits are you referring to that</p> <p>9 A-Z is supposedly owed?</p> <p>10 A. Credits for the discount --</p> <p>11 MR. HOLMAN: Objection, form, asked and</p> <p>12 answered.</p> <p>13 MS. FINGER: I haven't asked that</p> <p>14 question yet, Mr. Holman.</p> <p>15 Q. (By Ms. Finger) You can answer, Mr. Ali.</p> <p>16 A. Credits for the expired products?</p> <p>17 Q. How are those different from offsets?</p> <p>18 A. Offsets are something that is like we get</p> <p>19 damaged goods right away, right, so that should be</p> <p>20 offset off our invoice. Those are those smaller ones</p> <p>21 that you see in that statement, the 50 bucks here, the</p> <p>22 10 bucks here, whatever that is, right, those are the</p> <p>23 smaller ones.</p> <p>24 The credits are for expired goods and</p> <p>25 then the credits are also for the discounts on the</p>
<p style="text-align: right;">246</p> <p>1 A. I've got pallets of product that is -- that</p> <p>2 Imperial has to take back --</p> <p>3 Q. Why?</p> <p>4 A. -- that's entire product.</p> <p>5 Q. Why?</p> <p>6 A. Because that was our agreement.</p> <p>7 Q. When did you make that agreement?</p> <p>8 A. That was our agreement from the very</p> <p>9 beginning, that if we have any expired product, either</p> <p>10 snuff, cigarettes don't sell, they credit us back 100</p> <p>11 percent. We bought -- we bought 50 million dollars'</p> <p>12 worth of stuff from Imperial and 50 million dollars'</p> <p>13 worth of stuff from Harrison. After doing 100 million</p> <p>14 dollars' worth of business, they're going to give me</p> <p>15 credit for my 2 to 300,000 dollars' worth stuff that's</p> <p>16 expired, right, that's just what they do because they</p> <p>17 get 100 percent credit back from the manufacturer.</p> <p>18 They go to Philip Morris and they say,</p> <p>19 hey, these are old cigarettes, take them back. They</p> <p>20 all get their tax money back. Philip Morris throws it</p> <p>21 away, they all get their credit, and it's done. So it</p> <p>22 doesn't cost Harrison or Imperial any money.</p> <p>23 Q. What amount do you contend A-Z is owed in</p> <p>24 offsets?</p> <p>25 A. I don't know that number because Imperial</p>	<p style="text-align: right;">248</p> <p>1 price that Imperial was charging us that was a higher</p> <p>2 rate, right, which some people refer to as rebate,</p> <p>3 some people refer to as credit, but either way,</p> <p>4 it's -- if they're charging me 60 bucks, but they</p> <p>5 should be charging me 59.50, that credit is accruing,</p> <p>6 right, and I'm supposed to get that credit at some</p> <p>7 point.</p> <p>8 Q. You can't tell me any of the amounts you</p> <p>9 contend A-Z is owed in offsets or credits, can you?</p> <p>10 A. Not sitting here right now, no.</p> <p>11 (Exhibit No. 34 marked.)</p> <p>12 Q. (By Ms. Finger) Let me show you what's been</p> <p>13 marked as Exhibit 34. I'll represent to you that this</p> <p>14 was a declaration of Sandy Zazulak filed in support of</p> <p>15 summary judgment briefing by Harrison. Do you see</p> <p>16 this document?</p> <p>17 A. I do.</p> <p>18 Q. Do you have any reason to believe that this</p> <p>19 is not a true and accurate copy of the document that</p> <p>20 Harrison filed with the court?</p> <p>21 A. I have no reason to believe that that's not a</p> <p>22 true and accurate copy of what was filed with the</p> <p>23 court.</p> <p>24 Q. If you can, please turn to paragraph 6 on</p> <p>25 page 2.</p>

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<p style="text-align: right;">249</p> <p>1 A. Yep.</p> <p>2 Q. Actually, we're going to skip ahead to --</p> <p>3 A. We should talk about paragraph 6 because it's</p> <p>4 inaccurate, but --</p> <p>5 Q. How so?</p> <p>6 A. Product Harrison sold and delivered to A-Z</p> <p>7 Wholesalers, Inc. are identified by customer number</p> <p>8 95750, and for those sold and delivered to Waco --</p> <p>9 its -- its Waco warehouse by customer number 95751,</p> <p>10 those are not the customer numbers from Harrison.</p> <p>11 Q. That's because you believe those are the</p> <p>12 customer numbers for Imperial; is that right?</p> <p>13 A. It's not that I believe. Facts are a</p> <p>14 stubborn thing and the invoices are the best evidence.</p> <p>15 Pull up a Harrison invoice, pull up an Imperial</p> <p>16 invoice, and you will see that there are two separate</p> <p>17 customer numbers for each respective warehouse;</p> <p>18 further, the reason why I agree -- disagree is because</p> <p>19 it says that product -- for products that were sold</p> <p>20 and delivered to its Waco warehouse. Well, neither</p> <p>21 Harrison nor Imperial actually ever delivered anything</p> <p>22 to the Waco warehouse, so that is also inaccurate. It</p> <p>23 was all delivered to Dallas.</p> <p>24 The Harrison customer number that Dallas</p> <p>25 had is 17501. The Harrison customer number that A-Z</p>	<p style="text-align: right;">251</p> <p>1 is the first page?</p> <p>2 A. I am there.</p> <p>3 Q. Have you reviewed this document before?</p> <p>4 A. The only time I've looked at this document</p> <p>5 from what I recall was just a few days ago or a couple</p> <p>6 days ago when my father was being deposed.</p> <p>7 Q. Okay. You'll see at the top --</p> <p>8 A. Stop. You can ask me questions about this</p> <p>9 all day long. This is an in-house made spreadsheet.</p> <p>10 It's not a report, and so when it says warehouse, they</p> <p>11 could write Bossier City, they could write Imperial</p> <p>12 Bossier City, they could write Harrison. I mean, this</p> <p>13 is just --</p> <p>14 MS. FINGER: Mr. Ali, I have not asked a</p> <p>15 question. Objection, nonresponsive. There is no</p> <p>16 question pending.</p> <p>17 A. I understand that -- I understand that</p> <p>18 you're, but --</p> <p>19 Q. (By Ms. Finger) Answer according to my</p> <p>20 questions, Mr. Ali.</p> <p>21 THE REPORTER: Wait, wait, wait. We've</p> <p>22 got to go one at a time. We've got to go one at a</p> <p>23 time.</p> <p>24 A. No, I -- I get it. I get it, but it's</p> <p>25 getting late in the day and this is --</p>
<p style="text-align: right;">250</p> <p>1 Waco had was 17502. The customer number that A-Z had</p> <p>2 with Imperial was 95750 and the Waco warehouse with</p> <p>3 Imperial at 95751. So when Mister -- or when Sandy</p> <p>4 testifies in an affidavit that Harrison sold this</p> <p>5 product and delivered it by customer number 95750,</p> <p>6 that should say product sold by Imperial, not by</p> <p>7 Harrison.</p> <p>8 Q. And your statement just now is based on the</p> <p>9 invoices you received, correct?</p> <p>10 A. Oh, it's based on more than just invoices,</p> <p>11 but the invoices are just the best evidence. You</p> <p>12 could throw those up and anybody can see that that's</p> <p>13 completely false, that would just stop it.</p> <p>14 Q. Mr. Ali, you never worked for Harrison, did</p> <p>15 you?</p> <p>16 A. No.</p> <p>17 Q. How long did you work for Harrison's</p> <p>18 accounting department?</p> <p>19 A. I never worked for Harrison's accounting</p> <p>20 department.</p> <p>21 Q. If you can turn to Exhibit D of this</p> <p>22 exhibit -- of this exhibit, please, yeah. So Exhibit</p> <p>23 D of Sandy's declaration which is on page --</p> <p>24 A. D, I'm there.</p> <p>25 Q. The label page is on 11 and then Exhibit 12</p>	<p style="text-align: right;">252</p> <p>1 Q. (By Ms. Finger) I understand. If you want</p> <p>2 to wrap this up quickly, Mr. Ali, if you want to wrap</p> <p>3 this up quickly, I need you to answer my questions and</p> <p>4 not testify as to a monologue that is nonresponsive to</p> <p>5 any question that I have pending. Can we do that?</p> <p>6 A. Yes, absolutely.</p> <p>7 Q. At trial, your lawyer can ask you whatever</p> <p>8 questions he wants so that you can give whatever</p> <p>9 testimony you want, but right now it's my turn to ask</p> <p>10 the questions that I need answers to, okay?</p> <p>11 A. No, I -- I get it and I'm sure you have lots</p> <p>12 of questions about this document because it's very</p> <p>13 unusual.</p> <p>14 Q. As you stated, this is an internal document</p> <p>15 produced by Harrison or Imperial; is that correct?</p> <p>16 A. Yeah, this is -- this is -- I wouldn't</p> <p>17 even -- I wouldn't even classify it as an internal</p> <p>18 document. I would classify this as a document</p> <p>19 prepared to fit the conclusion that they're looking</p> <p>20 for in this case. I didn't --</p> <p>21 Q. Is it your allegation that this document is</p> <p>22 fabricated, Mr. Ali?</p> <p>23 A. I -- I -- I would -- I would probably argue</p> <p>24 it is because I guarantee you the other thousands of</p> <p>25 customers that they have, they don't have Warehouse</p>



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<p style="text-align: right;">257</p> <p>1 Q. I'm not talking about your damages, Mr. Ali.  2 Let's look at the top of this document. It's dated  3 June 1st, 2018. Do you see that in the center of the  4 first line?  5 A. No, I don't see that.  6 Q. The very top line of the first page of  7 Exhibit D, it says Month, Day, Century, and Year and  8 it's dated June 1st, 2018. Do you agree with that?  9 A. No, I don't.  10 Q. What are you looking at? We're on page 12 of  11 this exhibit which is page 1 of Exhibit D to Exhibit  12 34. We're still looking at the same spreadsheet and  13 in the center, it says Month, Day, Century, and Year,  14 and beneath it says 6-1-20 and 18. Do you see that?  15 A. I see that.  16 Q. Do you understand that that means the month  17 is 6, which is June, the day is 1, which is the 1st,  18 the century is 20, meaning the 2000s, and the year is  19 18, meaning June 1st, 2018? Do you understand that?  20 A. I understand that that's what this  21 spreadsheet says.  22 Q. That's what I asked. That's what it says,  23 correct?  24 A. That's what this spreadsheet says.  25 Q. And that's the date immediately after May</p>	<p style="text-align: right;">259</p> <p>1 Q. So from that date when you signed off on the  2 balance that you reviewed the invoices for and  3 confirmed with accuracy, this spreadsheet now goes  4 from the next day, June 2018, all the way through to  5 April 1st, 2019, and as you're scrolling through to  6 confirm my dates, I'll ask that you look in the column  7 on the right-hand side and see that, generally  8 speaking, this spreadsheet incorporates payments,  9 sales invoices, credit memos, nonsufficient fund  10 checks, et cetera. Do you see all that?  11 A. I see all that.  12 Q. Do you have any reason to dispute the line  13 items that are included in this spreadsheet?  14 A. Yes.  15 Q. Why?  16 A. Because these are -- these are not reflective  17 of all the credits and offsets.  18 Q. How do you know that those aren't in here?  19 A. Because I'm still sitting on a hundred or  20 200,000 dollars' worth of product that -- that still  21 needs to be credited.  22 Q. And you don't see any of that in here and you  23 claim that you're entitled to it?  24 A. No, because I'm still -- I'm still sitting on  25 it. The only stuff that's reflected in here is the</p>
<p style="text-align: right;">258</p> <p>1 31st, 2018, which is the date you signed the audit  2 letter agreeing to the balance at that time, correct?  3 A. Again, that's not what I testified to. I  4 agree -- I agreed that those invoices were accurate  5 and if you total up those invoices and you total up  6 the credits on those invoices that they -- you were  7 showing in that statement, that that total is  8 accurate.  9 Q. You didn't do that and total up those amounts  10 before you signed the document that said you agreed to  11 the balance?  12 A. I didn't have to because it was on the  13 statement.  14 Q. So you just signed the letter and agreed to  15 the outstanding balance as of May 31st, 2018; isn't  16 that right?  17 A. No. What we do is we go back and make sure  18 that those invoices are the actual invoices.  19 Q. And you did that, right?  20 A. Yeah, we check actual every invoice and say,  21 okay, did we get this invoice? Yes. Did we get this  22 invoice? Yes, yes, yes. Are these the credits that  23 have already been processed? Yes, yes, yes. Does  24 that end up being the total amount that's according to  25 this statement? Yes. That's what I'm signing off on.</p>	<p style="text-align: right;">260</p> <p>1 ones that they physically already picked up.  2 Q. But you can't tell me approximately how much  3 that offset would change these numbers, can you?  4 A. I can tell you it would probably be a couple  5 hundred thousand dollars just the expired goods, and  6 that's not including the rebates and the discounts, I  7 mean...  8 Q. In your answer --  9 A. What --  10 Q. -- and counterclaims, Mr. Ali --  11 A. Ma'am, hang on. Can you tell me what exhibit  12 this is again?  13 Q. 34.  14 A. Plaintiff's 34?  15 Q. Correct.  16 A. Okay. Thanks.  17 Q. In A-Z's answer and counterclaims filed in  18 this case, to the extent there are any, how much do  19 you claim A-Z is owed in offsets?  20 A. Against Harrison, zero. Harrison doesn't owe  21 us any credits, offsets, anything. Imperial does. I  22 can't --  23 Q. So you don't include any contest of the  24 amount that Harrison claims other than to say it's not  25 owed to Harrison, only to Imperial in your pleadings;</p>



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<p style="text-align: right;">261</p> <p>1 is that true?</p> <p>2 A. We don't have any counterclaims against</p> <p>3 Harrison because we don't owe Harrison any money in</p> <p>4 counterclaims.</p> <p>5 MR. BARKAT ALI: We don't owe.</p> <p>6 A. We don't owe them and they don't owe us.</p> <p>7 Harrison doesn't owe us anything. We don't owe</p> <p>8 Harrison anything. Like Harrison and A-Z are zero.</p> <p>9 It's Imperial and A-Z. Imperial owes us money and we</p> <p>10 potentially owe Imperial money, but if you count the</p> <p>11 damages, I don't know where we go.</p> <p>12 Q. If a jury disagrees with you, Mr. Ali, and</p> <p>13 finds that the balance is owed to Harrison, what</p> <p>14 amount do you claim is owed?</p> <p>15 MR. HOLMAN: Objection, calls for a</p> <p>16 hypothetical.</p> <p>17 Q. (By Ms. Finger) You can answer, Mr. Ali.</p> <p>18 A. Zero dollars.</p> <p>19 Q. How so?</p> <p>20 A. Because we don't owe Harrison any money.</p> <p>21 Q. If a jury disagrees with you and finds that</p> <p>22 the outstanding balance that A-Z was left with as of</p> <p>23 March 2019 or later and finds that the balance was</p> <p>24 owed to Harrison, what dollar amount do you contest</p> <p>25 A-Z owes?</p>	<p style="text-align: right;">263</p> <p>1 A. I can't answer that and I wouldn't try to</p> <p>2 answer that until we calculate all the offsets,</p> <p>3 credits, expired goods, send it all back, get all that</p> <p>4 stuff done, and then the damages that A-Z Wholesalers</p> <p>5 has incurred as a result of Imperial's breach of</p> <p>6 contract with A-Z Wholesalers, which is substantial.</p> <p>7 Q. And the only reason you haven't tried to</p> <p>8 calculate that amount is because you think Imperial</p> <p>9 should be a party to this lawsuit; is that right?</p> <p>10 MR. HOLMAN: Objection, form.</p> <p>11 Q. (By Ms. Finger) You can answer.</p> <p>12 A. Imperial -- Imperial should be the only</p> <p>13 plaintiff in this case.</p> <p>14 Q. And because they're not a plaintiff, is that</p> <p>15 why you haven't made any effort to calculate the</p> <p>16 amount that A-Z is owed or that Imperial is owed?</p> <p>17 A. It's not that I haven't made any effort.</p> <p>18 It's that that hasn't been something that we've been</p> <p>19 asked to do.</p> <p>20 Q. Who would ask you to do that?</p> <p>21 A. The plaintiff in this case and the</p> <p>22 plaintiff --</p> <p>23 Q. You don't have --</p> <p>24 A. -- is Imperial.</p> <p>25 Q. You don't have any internal accounting at A-Z</p>
<p style="text-align: right;">262</p> <p>1 A. To Harrison? The entire amount.</p> <p>2 Q. Which would be what?</p> <p>3 A. Whatever the jury found was owed by A-Z to</p> <p>4 Harrison. I would -- with all due respect to the</p> <p>5 jury, I have to say that the jury verdict is</p> <p>6 completely wrong because A-Z Wholesalers, Inc., and</p> <p>7 I'll -- you know, I'll die, I'll go to my grave</p> <p>8 knowing this, doesn't owe Harrison a penny, and</p> <p>9 Harrison doesn't owe A-Z Wholesale a penny. The</p> <p>10 fight, the dispute is between Imperial and A-Z</p> <p>11 Wholesale.</p> <p>12 Q. And how much does A-Z owe Imperial?</p> <p>13 A. I can't tell you sitting here right now what</p> <p>14 that amount is.</p> <p>15 Q. Can you guess?</p> <p>16 A. No, I don't want to guess. Why would I --</p> <p>17 MR. HOLMAN: Objection, asked and</p> <p>18 answered about 20 different ways. We need to move on.</p> <p>19 MS. FINGER: Mr. Holman, respectfully, I</p> <p>20 would ask that you to keep your objections according</p> <p>21 to the rules.</p> <p>22 Q. (By Ms. Finger) And, Mr. Ali, I will ask you</p> <p>23 how much you contend A-Z owes to Imperial.</p> <p>24 A. I -- I can't give you that amount.</p> <p>25 Q. Is it more than \$1 million?</p>	<p style="text-align: right;">264</p> <p>1 that reflects how much you owe to another company?</p> <p>2 A. I'm fairly certain that we could very quickly</p> <p>3 put together a spreadsheet that would account for all</p> <p>4 the payment, credits, offsets, rebates, discounts, and</p> <p>5 then I could give you a ballpark number on the damages</p> <p>6 that we've incurred as a result of Imperial's breach</p> <p>7 of contract with A-Z Wholesalers, Inc.</p> <p>8 Q. You haven't produced any documents in this</p> <p>9 case that reflect any calculation by A-Z of the</p> <p>10 amounts owed, right?</p> <p>11 A. I don't know if I have or have not. If it</p> <p>12 wasn't a production request, which it couldn't have</p> <p>13 been because Imperial hasn't asked for any, but I can</p> <p>14 tell you with Harrison, since they're the plaintiff,</p> <p>15 it's zero. Doesn't take much to calculate that. It's</p> <p>16 zero dollars.</p> <p>17 MS. FINGER: Objection, nonresponsive.</p> <p>18 Q. (By Ms. Finger) Have you produced any</p> <p>19 document in this litigation that reflects an</p> <p>20 accounting of the amount that A-Z owes to Harrison or</p> <p>21 Imperial?</p> <p>22 A. Yes. Well, to Harrison, yes, it's zero.</p> <p>23 Q. What document have you produced that shows</p> <p>24 that?</p> <p>25 A. I mean, just the -- just the payment</p>

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<p style="text-align: right;">265</p> <p>1 documents that you have up here show that. I don't  2 know -- I don't know exactly what we've produced. I  3 think we've produced all our checks and everything  4 that we've made, payments that we've made, those show  5 that.  6 Q. It's your position that the spreadsheet in  7 front of you reflects that A-Z doesn't owe Harrison  8 anything even though it reflects an outstanding  9 balance?  10 A. Okay. So the spreadsheet in front of me  11 definitely says that I don't owe Harrison anything  12 because this is not a Harrison spreadsheet. This is  13 Imperial. This money is owed to Imperial is what this  14 spreadsheet says. I don't agree with that amount, but  15 that's an Imperial spreadsheet, not a Harrison  16 spreadsheet. The Harrison spreadsheet should say zero  17 because Harrison was paid off in 2015 around June or  18 July. Whatever that \$2.1 million balance was that was  19 started on March 2015 was paid off seven or eight  20 weeks later.  21 So it doesn't take a spreadsheet to  22 figure that one out. It's zero dollars.  23 (Exhibit No. 38 marked.)  24 Q. (By Ms. Finger) I'm going to show you what's  25 been marked as Exhibit 38. Can you confirm that this</p>	<p style="text-align: right;">267</p> <p>1 Q. I want to go down now to paragraph 32. It  2 says, "Plaintiff's claims are barred, in whole or in  3 part, due to accord and satisfaction because the  4 parties modified their payment terms as to arrearages  5 and Defendant A-Z was performing in satisfaction of  6 the modified terms."  7 Do you see that?  8 A. I do.  9 Q. Who are the parties that the defendants refer  10 to in this sentence?  11 A. I don't know, but I'm assuming it would be  12 plaintiff and defendant.  13 Q. When did Harrison and A-Z modify their  14 payment terms as to arrearages?  15 A. At several points during the four-year  16 relationship that we had with Harrison beginning in  17 March of 2011 to March of 2015.  18 Q. How many times were those payment terms  19 modified?  20 A. I don't know.  21 Q. How were they modified?  22 A. Same way that we've modified other terms of  23 our agreement, through conversation, through e-mails,  24 through other means of communication and  25 correspondence, through our actions.</p>
<p style="text-align: right;">266</p> <p>1 is a copy of Defendants' First Amended Answer to  2 Plaintiff's Original Complaint filed in this case?  3 A. Yeah, it looks like a file marked copy, so  4 I'm assuming that this is defendants' answer.  5 Q. If you can turn to page 4, I want to look at  6 paragraph 27 that runs into page 5.  7 A. Okay.  8 Q. And on page 5, this paragraph states,  9 "Harrison was not a party to any transaction involving  10 any of the claims it has asserted."  11 Did I read that correctly?  12 A. Yes, you did.  13 Q. You understand Harrison is filing for breach  14 of the credit agreement between Harrison and A-Z,  15 correct?  16 A. No, I don't agree with that.  17 Q. What is your personal knowledge of Harrison's  18 theory of this case? Do you represent Harrison,  19 Mr. Ali?  20 A. No, I don't.  21 Q. Do you work for Harrison, Mr. Ali?  22 A. No, ma'am.  23 Q. Do you agree that Harrison is a party to the  24 credit agreement dated March 11th, 2011?  25 A. Yes.</p>	<p style="text-align: right;">268</p> <p>1 Q. Mr. Ali, as a lawyer, isn't it your  2 understanding that best practice would be to put any  3 agreement into writing?  4 A. Not really when you're -- not in -- I mean,  5 in this situation, that's not a best practice.  6 Q. You're a lawyer, though, right?  7 A. Yeah, sure, but it's not a best practice  8 because every time -- I mean, every time -- every time  9 a price changes, we don't put it in writing and say,  10 hey, this is going to be the price change, we're going  11 to buy it for this much, we're going to do that. I  12 mean, this is a -- this -- this is a relationship and  13 so it's like any other relationship where, you know,  14 if I tell my wife, hey, we're going to go have Chinese  15 food for dinner and we -- I say, we're going to Jeng  16 Chi in Richardson, I don't put that in writing with my  17 wife.  18 Q. That is not a hundreds of thousands of  19 dollars' worth of an agreement, though, right?  20 A. No, we're talking millions of dollars and  21 that's why the relationship here is -- was like a  22 marriage, right? It was such a close relationship  23 that we could pick up the phone and say, hey, I need  24 20 cents off on Marlboros for the next six weeks  25 because I'm going to be selling it in my marketing</p>

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<p style="text-align: right;">281</p> <p>1 lawyer entered those -- that agreement with new 2 terms? 3 A. Well, so there's -- there's parties, so there 4 could be A-Z Wholesalers, Inc., there could be 5 Harrison Company, there could be Imperial, there could 6 be Barkat Ali. I mean, there's -- you could have 7 certain parties, if that's what it said. 8 Specifically as to the doctrine of 9 unconscionability, which parties are being referenced, 10 I'm not really sure, but I can tell you it's certainly 11 unconscionable what Harrison is doing by suing in this 12 lawsuit, and as far as I'm concerned -- 13 MS. FINGER: Mr. Ali -- 14 A. -- I'm concerned -- 15 MS. FINGER: Objection, nonresponsive. 16 A. -- Imperial is also -- Imperial is also being 17 unconscionable if they're trying to use Harrison to 18 keep that -- that personal guaranty in place, and 19 that's the reason why Harrison is suing is because 20 there's a personal guaranty with Harrison, but there's 21 no money owed with Harrison. 22 MS. FINGER: Objection, nonresponsive. 23 Q. (By Ms. Finger) Mr. Ali, there is no 24 agreement that you can point to -- 25 THE REPORTER: Wait, wait, wait --</p>	<p style="text-align: right;">283</p> <p>1 A. I know, but I'm just saying you can't say -- 2 you can't go to the court and be like I've been 3 obstructing. I've been answering all your questions 4 throughout -- 5 Q. Mr. Ali -- 6 A. -- the seven hours. 7 MS. FINGER: Objection, nonresponsive, 8 and I have not gotten my full seven hours because I 9 cannot get answers to my questions this way. 10 A. In the last 15 minutes, I disagree with your 11 question over here because I can't tell you who the 12 parties are and I don't know the doctrine of 13 unconscionability by heart, but by Monday we'll all 14 have the answer, so let's just wait until Monday. 15 Q. (By Ms. Finger) I understand that you intend 16 to file a motion -- file your response with the court 17 on Monday. Sitting here today, in your affirmative 18 defenses, you cannot tell me who the parties are that 19 you are referring to in each of these; is that true? 20 A. I can't answer that question right now, 21 that's correct. 22 Q. Thank you. 23 MS. FINGER: Let's go off the record 24 right now. Wayne, I don't know if I have any time 25 left, but to the extent I do, let me just make sure I</p>
<p style="text-align: right;">282</p> <p>1 A. There is not -- 2 THE REPORTER: -- we have to go one at a 3 time. 4 Q. Mr. Ali -- 5 A. -- did a personal guaranty because we did -- 6 we refused to give a personal guaranty to Imperial. 7 They tried several times, including the last document 8 that you threw up there which -- 9 Q. Mr. Ali -- 10 A. -- and we refused to do that. And so the -- 11 the end around -- the end around is, hey, let's just 12 use Harrison and say this is Harrison's debt when it's 13 not. We all know that. You even know that. You're a 14 good lawyer. You get it. 15 MS. FINGER: Mr. Ali, objection, 16 nonresponsive. 17 The court reporter cannot take down what 18 we're all saying when we talk over each other. I will 19 ask that you keep your testimony in response to my 20 question so that I do not have to file a motion with 21 this court requesting more time to further this 22 deposition to remedy the obstruction that you're 23 causing to my deposition. 24 A. I -- look, I'm -- 25 Q. Mr. Ali, I have not asked a question.</p>	<p style="text-align: right;">284</p> <p>1 don't have anything else to throw on the record to the 2 extent I can before we wrap up. 3 THE VIDEOGRAPHER: Sure. 4 Mr. Holman, you agree? 5 MR. HOLMAN: I -- yeah, I do have a brief 6 redirect. 7 THE VIDEOGRAPHER: Off the -- well, do 8 you agree to go off the record? 9 MR. HOLMAN: Yes. 10 THE VIDEOGRAPHER: Off the record; the 11 time is 6:28 p.m. 12 (Recess 6:28-6:39.) 13 THE VIDEOGRAPHER: Back on the record; 14 the time is 6:39 p.m. 15 MS. FINGER: I will pass the witness. 16 THE WITNESS: I know I'm still under 17 oath. 18 MR. HOLMAN: I'm sorry, Anna, did you 19 pass? 20 MS. FINGER: Yes, sir. 21 MR. HOLMAN: Okay. Thank you. 22 EXAMINATION 23 BY MR. HOLMAN: 24 Q. Mr. Ali, you were asked earlier about your 25 understanding of Harrison's theory of the case, do you</p>

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<p style="text-align: right;">285</p> <p>1 recall that?</p> <p>2 A. Yes.</p> <p>3 Q. And it was brought up that there were two</p> <p>4 causes of action, one for breach of contract and the</p> <p>5 other one for suit on Ali's guaranty; do you recall</p> <p>6 that?</p> <p>7 A. Yes.</p> <p>8 Q. All right. I want to represent this -- this</p> <p>9 is the actual language from the complaint filed where</p> <p>10 it says that the credit agreement is a valid and</p> <p>11 enforceable contract. Harrison has performed all</p> <p>12 conditions precedent, covenants and promises required</p> <p>13 of it pursuant to the credit agreement.</p> <p>14 Then it goes on to state in paragraph 18</p> <p>15 that A-Z breached a credit agreement by failing to pay</p> <p>16 the amounts due and owing.</p> <p>17 Is it your understanding that when we</p> <p>18 mentioned that there was no invoices that were due,</p> <p>19 that there was no breach of contract, that those</p> <p>20 relate to the actual invoices that they are</p> <p>21 referencing in paragraph 18?</p> <p>22 MS. FINGER: Objection, form.</p> <p>23 A. That is --</p> <p>24 Q. (By Mr. Holman) Would you agree that when it</p> <p>25 says A-Z breached the credit agreement by failing to</p>	<p style="text-align: right;">287</p> <p>1 pulled up what was Plaintiff's Exhibit Number 6. This</p> <p>2 was your RFA response to question number 3, and there</p> <p>3 was some discussion regarding the second sentence</p> <p>4 where it says that "Deny that any of the products</p> <p>5 forming the basis of Harrison's lawsuit were ordered</p> <p>6 from Harrison," and then you went on to say it was</p> <p>7 contested, that there were no products that are being</p> <p>8 sued on. But is -- is it your understanding that</p> <p>9 there are certain invoices that would relate back to</p> <p>10 any products that would have been sold by Harrison or</p> <p>11 Imperial; is that correct?</p> <p>12 MS. FINGER: Objection, leading.</p> <p>13 Q. (By Mr. Holman) Let me -- let me restate.</p> <p>14 Where it says here products, are there</p> <p>15 any associated invoices that if there were products,</p> <p>16 there would be invoices associated with that?</p> <p>17 MS. FINGER: Objection, form.</p> <p>18 Q. (By Mr. Holman) You can answer.</p> <p>19 A. Yes, there would -- there would be invoices.</p> <p>20 Q. Is it -- is it your understanding that there</p> <p>21 are no Harrison invoices for the relevant period that</p> <p>22 are the basis of this suit?</p> <p>23 A. That's correct.</p> <p>24 Q. Okay.</p> <p>25 MR. HOLMAN: Anna, if you could you pull</p>
<p style="text-align: right;">286</p> <p>1 pay the amounts due and owing, if any, what amounts</p> <p>2 would be due and owing?</p> <p>3 A. Zero dollars.</p> <p>4 Q. And if there were any, they would be</p> <p>5 represented by invoices; is that correct?</p> <p>6 MS. FINGER: Objection, form.</p> <p>7 A. That is correct.</p> <p>8 MR. HOLMAN: All right. Let's go on</p> <p>9 to -- and, Anna, I'm going to ask your help with this,</p> <p>10 this was in -- you pulled up RFA No. 3? I don't have</p> <p>11 the exhibit number, but it was the response to RFA No.</p> <p>12 3.</p> <p>13 MS. FINGER: Exhibit 6.</p> <p>14 MR. HOLMAN: Okay.</p> <p>15 THE WITNESS: Hey, can you guys hang on?</p> <p>16 I think I just got a family emergency. I just got a</p> <p>17 text message from my cousin and it said 911, so we've</p> <p>18 got to stop for a second, please.</p> <p>19 MR. HOLMAN: Okay.</p> <p>20 THE VIDEOGRAPHER: Off the record; the</p> <p>21 time is approximately 6:42 p.m.</p> <p>22 (Recess 6:42-6:45.)</p> <p>23 THE VIDEOGRAPHER: Back on the record;</p> <p>24 the time is 6:45 p.m.</p> <p>25 Q. (By Mr. Holman) Mr. Ali, we -- we have</p>	<p style="text-align: right;">288</p> <p>1 up your Exhibit 14, I believe that was the affidavit</p> <p>2 of Mr. Ali.</p> <p>3 THE WITNESS: He's putting you to work,</p> <p>4 huh, Ms. Finger?</p> <p>5 Q. (By Mr. Holman) Thank you. And let's go</p> <p>6 down to paragraph 3.</p> <p>7 A. Yes.</p> <p>8 Q. And you previously testified that that was a</p> <p>9 typo where it says September 1, 2008?</p> <p>10 A. That's correct.</p> <p>11 MS. FINGER: Objection.</p> <p>12 Q. (By Mr. Holman) Is that correct?</p> <p>13 A. That's correct.</p> <p>14 MS. FINGER: Objection, mischaracterizes</p> <p>15 prior testimony.</p> <p>16 Q. (By Mr. Holman) Okay. Mr. Ali, does</p> <p>17 September 1, 2018 have any relevance to you?</p> <p>18 A. No.</p> <p>19 Q. Does September 1, 2014 have any relevance?</p> <p>20 A. Yes.</p> <p>21 Q. And what would that date be?</p> <p>22 A. That date would be the date that Imperial</p> <p>23 acquired Harrison.</p> <p>24 Q. Okay. Thank you.</p> <p>25 MR. HOLMAN: Anna, can you bring up</p>

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<p style="text-align: right;">289</p> <p>1 your -- I have the Bates number. It's Harrison</p> <p>2 005748.</p> <p>3 MS. FINGER: It's plaintiff's Exhibit 18.</p> <p>4 MR. HOLMAN: I believe there was a</p> <p>5 subsequent attachment.</p> <p>6 MS. FINGER: Not to this exhibit, no.</p> <p>7 MR. HOLMAN: Hold on just one second.</p> <p>8 Here we go. I -- I see it.</p> <p>9 Q. (By Mr. Holman) If you look down at the one,</p> <p>10 two, three, four, five, six, the sixth paragraph where</p> <p>11 it says "I think." Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. Can you read that sentence?</p> <p>14 A. It says, "I think this system will help the</p> <p>15 accounting method A to Z needs per Barkat and will</p> <p>16 suffice the needs of Imperial to continue supplying</p> <p>17 our customer."</p> <p>18 Q. And so from that, who -- from your</p> <p>19 perspective, who was supplying you?</p> <p>20 A. Imperial.</p> <p>21 Q. Okay.</p> <p>22 MR. HOLMAN: Can you bring up Exhibit 31,</p> <p>23 please?</p> <p>24 Q. (By Mr. Holman) This was the audit letter</p> <p>25 and whose letterhead is the audit letter on?</p>	<p style="text-align: right;">291</p> <p>1 correspondence.</p> <p>2 Q. So are -- are you aware of any e-mails that</p> <p>3 would constitute a writing that would form the basis</p> <p>4 of a modification that -- that had been discussed?</p> <p>5 A. Sure, there's -- there's several of those.</p> <p>6 Q. Okay. So when we say modification by a</p> <p>7 writing, it not only references promissory notes that</p> <p>8 have an execution, but also the e-mail and text</p> <p>9 message correspondence; is that correct?</p> <p>10 A. That's correct.</p> <p>11 MS. FINGER: Objection, form.</p> <p>12 A. That's correct.</p> <p>13 MR. HOLMAN: I'll pass.</p> <p>14 EXAMINATION</p> <p>15 BY MS. FINGER:</p> <p>16 Q. I just want to take one more look, Mr. Ali,</p> <p>17 at your declaration, which was Exhibit 14. Again,</p> <p>18 we're talking about paragraph 3 on page 2; do you see</p> <p>19 that?</p> <p>20 A. Yes, ma'am.</p> <p>21 Q. And is it your testimony that this first</p> <p>22 sentence should say on September 1st, 2014 instead of</p> <p>23 2018?</p> <p>24 A. Yes.</p> <p>25 Q. In September of 2014, A-Z was still receiving</p>
<p style="text-align: right;">290</p> <p>1 A. Imperial.</p> <p>2 Q. And who signed the audit letter?</p> <p>3 A. Brad Prendergast as -- for -- on behalf of</p> <p>4 Imperial Trading Company, LLC.</p> <p>5 Q. So when you signed that, was it your</p> <p>6 understanding that you were acknowledging invoices</p> <p>7 owed to Imperial?</p> <p>8 A. Yes.</p> <p>9 Q. At that time when you acknowledged the -- the</p> <p>10 audit letter, had you contemplated any offsets,</p> <p>11 setoffs, rebates? Is that included in that figure?</p> <p>12 A. No.</p> <p>13 Q. Mr. Ali, your prior testimony was that also</p> <p>14 that none of the modifications were in writing, is</p> <p>15 that correct?</p> <p>16 A. Well --</p> <p>17 Q. You know that -- that many of the</p> <p>18 modifications were not in writing?</p> <p>19 A. That's correct, but what I -- what I meant</p> <p>20 with that, and I'm glad you bring that up and I think</p> <p>21 Ms. Finger and I talked about that early in my</p> <p>22 deposition, when she was stating writing -- I was</p> <p>23 trying to clarify if it was writing and executed,</p> <p>24 right, where it was actually physically signed or in</p> <p>25 writing, i.e., like an e-mail or some other</p>	<p style="text-align: right;">292</p> <p>1 invoices from Harrison; is that right?</p> <p>2 A. Yes.</p> <p>3 Q. A-Z was also still placing orders with</p> <p>4 Harrison at that time, right?</p> <p>5 A. Yes.</p> <p>6 Q. You just testified in response to</p> <p>7 Mr. Holman's question that there are e-mails and text</p> <p>8 messages that comprise an agreement between A-Z and</p> <p>9 Imperial; is that right?</p> <p>10 A. That's not exactly what I testified to.</p> <p>11 Q. Can you clarify?</p> <p>12 A. I said that there would be e-mails and text</p> <p>13 messages, other correspondence that's in writing that</p> <p>14 would make up, you know, a modification of our</p> <p>15 agreement.</p> <p>16 Q. If you had to tell a stranger what your</p> <p>17 agreement was with Imperial, how would you do that?</p> <p>18 A. With Imperial?</p> <p>19 Q. Yes.</p> <p>20 A. I would say that our agreement with Imperial</p> <p>21 was that we continue to buy product from them, they</p> <p>22 continue to ship product to us, they continue to</p> <p>23 accept all returns, expired goods, give us credits and</p> <p>24 offsets. We continue to pay and reduce our overall</p> <p>25 balance with Imperial, no personal guaranties, either</p>



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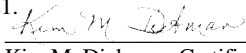
<p style="text-align: right;">293</p> <p>1 from Barkat or from Amar, as long as they continue to  2 ship and we continue to pay, the relationship would  3 continue and that we would continue to be good, strong  4 partners. That's sort of the -- that's sort of the  5 summary after seven hours of doing this. I'm sure I  6 could be more succinct when I'm bright-eyed and bushy  7 tailed in the morning.</p> <p>8 Q. What documents would you show just for a  9 description of A-Z's agreement with Imperial?</p> <p>10 A. I'd probably show e-mails, text messages, the  11 invoices from Imperial, the statements that we  12 received on a weekly basis, not that spreadsheet, but  13 the actual statements from Imperial, other  14 correspondence, and then I -- I would probably also  15 show other documents that were not executed  16 intentionally like that agreement that Mr. Baquet said  17 in September of 2018 that we refused to sign or a  18 credit agreement that Imperial tried to get us to sign  19 that we refused to sign.</p> <p>20 Q. So just to describe the terms that govern the  21 relationship between A-Z and Imperial, how many  22 documents would you show?</p> <p>23 A. I mean, it depends on how many invoices we  24 have because each one of those is a contract in my  25 opinion because we're -- we're buying and if they</p>	<p style="text-align: right;">295</p> <p>1 did -- like I said, I made some preparation. I did a  2 little bit of preparation. I know the case well  3 enough to where I felt I could accurately respond,  4 but, you know, in any -- in any context, there were  5 some questions that you raised that I would like to  6 revisit and look at and make sure that I've got a very  7 succinct answer so that we can get beyond that and  8 narrow the issues for trial even better.</p> <p>9 Q. When will you get these succinct answers?</p> <p>10 A. Certainly before trial.</p> <p>11 Q. You understand that the purpose of this  12 deposition is so that we don't have any surprises at  13 trial as to the questions that I'm asking, right?</p> <p>14 A. I mean, I don't think there's going to be any  15 surprises from our side. We produced everything we  16 could possibly produce. I think -- I think you have a  17 very clear understanding of what our legal position  18 is. I've tried to make it very clear.</p> <p>19 MS. FINGER: Objection, nonresponsive.</p> <p>20 Q. (By Ms. Finger) You haven't told me, though,  21 which e-mails and exhibits you contest comprise the  22 agreement between A-Z and Imperial, right? You can't  23 connect them for me sitting here today, can you?</p> <p>24 A. I -- I can't tell you that right now. I can  25 tell you what -- I mean, I can -- I can tell you that</p>
<p style="text-align: right;">294</p> <p>1 deliver, then we pay, but there would be other  2 documents, and, again, it's a -- it's a very good  3 question. I would probably need to give it some more  4 thought and get my head around it and jot down all the  5 points of what I believe the agreement was with  6 Imperial, but those are just some of the highlights.</p> <p>7 Q. You didn't prepare any of that in preparation  8 for your deposition testimony today on the topics that  9 were listed in your Notice of Deposition as the  10 corporate representative; is that right?</p> <p>11 A. Did I prepare any what?</p> <p>12 Q. Did you pull together any of these e-mails or  13 text messages or other written documents that you just  14 said you would show to prove the agreement between A-Z  15 and Imperial?</p> <p>16 MR. HOLMAN: Objection. They've been  17 produced.</p> <p>18 MS. FINGER: That's not what my question  19 was.</p> <p>20 Q. (By Ms. Finger) Go ahead.</p> <p>21 A. Yeah, did I -- did I revisit the items that  22 were produced and kind of put them together in a  23 succinct and chronological manner to potentially  24 respond to a question that may come up in seven hours  25 with all the production, no. I did -- you know, I</p>	<p style="text-align: right;">296</p> <p>1 my focus obviously in preparation for this deposition  2 is to -- to look at Harrison and so I spent a little  3 more time with Harrison than I did with Imperial since  4 Harrison is the plaintiff in this case.</p> <p>5 Q. You also haven't pointed me today to any  6 document, e-mail, or text that shows in writing how  7 any terms were modified were terminated with Harrison;  8 is that true?</p> <p>9 A. I have not pointed you to any specific  10 e-mails, but you have all my e-mails that I was able  11 to produce and I am confident that those e-mails are  12 reflective of the written modifications -- or some of  13 the written modifications in relation to the plaintiff  14 or in relation to Imperial, for that matter.</p> <p>15 Q. And at trial, do you plan to connect those  16 dots and testify as to which e-mails and texts  17 comprise any modification to the agreement between A-Z  18 and Harrison?</p> <p>19 A. I anticipate I will be more prepared for  20 trial than I was for the deposition, and since you've  21 asked me these questions, I actually kind of took some  22 notes and so my job would be to specifically look into  23 those and -- and get more succinct answers that I  24 think a jury or a judge, fact finder could understand.</p> <p>25 MS. FINGER: I have no further questions.</p>



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<b>297</b>	<p>1 Mr. Holman, are we good to go off the</p> <p>2 record?</p> <p>3 <b>MR. HOLMAN:</b> We're good to go.</p> <p>4 <b>THE VIDEOGRAPHER:</b> All Right. Counsel,</p> <p>5 pursuant to the Federal Rules, are there any other</p> <p>6 agreements or stipulations pertaining to the</p> <p>7 transcript, exhibits, or other pertinent matters?</p> <p>8 <b>MS. FINGER:</b> Actually, while we're still</p> <p>9 on the record, I would like to request that any notes</p> <p>10 Mr. Ali has taken during this deposition be produced</p> <p>11 in this litigation.</p> <p>12 <b>MR. HOLMAN:</b> We would object.</p> <p>13 <b>MS. FINGER:</b> On what grounds?</p> <p>14 <b>MR. HOLMAN:</b> They're his private notes.</p> <p>15 We haven't had a chance to review it. Potentially</p> <p>16 there might be some privileged note taking. It's his</p> <p>17 personal recollection -- his personal notes. It might</p> <p>18 be privileged.</p> <p>19 <b>MS. FINGER:</b> Were any of the notes</p> <p>20 derived from communications with his attorney?</p> <p>21 <b>MR. HOLMAN:</b> May be. We -- I don't know.</p> <p>22 I haven't been able to review his notes.</p> <p>23 <b>MS. FINGER:</b> Let me clarify that we are</p> <p>24 asking for unprivileged notes that Mr. Ali has taken</p> <p>25 during his deposition which he just mentioned in</p>	<b>299</b>	<p>1 CHANGES AND SIGNATURE.</p> <p>2 <b>WITNESS NAME:</b> AMAR ALI JANUARY 7, 2021</p> <p>3 PAGE LINE CHANGE REASON</p> <p>4 _____</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 _____</p> <p>25 _____</p>
<b>298</b>	<p>1 response to his last question that relate to the</p> <p>2 succinct answers he will be able to provide in the</p> <p>3 response to the questions that I asked today that he</p> <p>4 could not answer.</p> <p>5 <b>MR. HOLMAN:</b> We'll take that under</p> <p>6 advisement.</p> <p>7 <b>THE VIDEOGRAPHER:</b> This marks the</p> <p>8 conclusion of the videoconference deposition. We're</p> <p>9 going off the record at 7:02 p.m.</p> <p>10 (Deposition concluded at 7:02 p.m.)</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<b>300</b>	<p>1 I, AMAR ALI, have read the foregoing</p> <p>2 deposition and hereby affix my signature that same is</p> <p>3 true and correct, except as noted above.</p> <p>4</p> <p>5 _____</p> <p>6 AMAR ALI</p> <p>7</p> <p>8</p> <p>9</p> <p>10 THE STATE OF _____)</p> <p>11 COUNTY OF _____)</p> <p>12 Before me, _____, on this</p> <p>13 day personally appeared AMAR ALI known to me (or</p> <p>14 proved to me under oath or through _____)</p> <p>15 (description of identity card or other document) to be</p> <p>16 the person whose name is subscribed to the foregoing</p> <p>17 instrument and acknowledged to me that they executed</p> <p>18 the same for the purposes and consideration therein</p> <p>19 expressed.</p> <p>20 Given under my hand and seal of office this</p> <p>21 _____ day of _____, 2021.</p> <p>22 _____</p> <p>23 NOTARY PUBLIC IN AND FOR</p> <p>24 THE STATE OF _____</p> <p>25 My commission expires: _____</p>

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<p style="text-align: right;">301</p> <p>1 STATE OF TEXAS )  2 COUNTY OF DALLAS )  3 I, Kim M. Dickman, Certified Shorthand  4 Reporter, in and for the State of Texas, certify that  5 the foregoing deposition of AMAR ALI was reported  6 stenographically by me at the time and place  7 indicated, said witness having been placed under oath  8 by me; that review was requested pursuant to Federal  9 Rules of Civil Procedure 30(e)(1); and that the  10 deposition is a true record of the testimony given by  11 the witness.  12 I further certify that I am neither counsel  13 for nor related to any party in this cause and am not  14 financially interested in its outcome.  15 Given under my hand on this the 11th day of  16 January, 2021.   17 _____  18 Kim M. Dickman, Certified  19 Shorthand Reporter No. 2181  20 in and for the State of Texas  21 Dickman Davenport, Inc.  22 Firm Certification No. 312  23 4228 North Central Expressway  24 Suite 101, Dallas, Texas 75206  25 (214) 855-5100 (800) 445-9548  www.dickmandavenport.com  e-mail: kd@dickmandavenport.com  My commission expires 4-30-21  TIME USED BY THE PARTIES:  Ms. Anna K. Finger: 7 hours, 3 minutes  Mr. Guy Harvey Holman: 9 minutes</p>	